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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 171/2019**

SMT. MENU GULSHAN & ORS.Plaintiffs

Represented by: Mr.Rohit Goel, Advocate for the
plaintiffs along with plaintiffs in
person (through video conferencing)

versus

SH. VIJAY KHOSLA Defendant

Represented by: Mr. Harish Kohli, Advocate for the
defendant along with defendant in
person (through video conferencing)

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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01.07.2020

The hearing has been conducted through Video Conferencing.

I.A. 4956/2020 (exemption from filing duly sworn/attested affidavits)

1. Plaintiffs and defendant are exempted from filing the attested affidavits along with the application under Order XXIII Rule 3 CPC at this stage. However, the same be filed within 72 hours of the resumption of the normal Court functioning.

2. Application is disposed of.

I.A. 4955/2020 (under Order XXIII Rule 3 CPC read with Section 151 CPC)

1. By this joint application, the plaintiffs who are the three sisters and defendant, their brother seek disposal/decree of the suit in terms of the settlement arrived at between them.

2. The settlement deed is filed as Document 'A' with the present

application.

3. Taking the settlement on record, the application is disposed of decreeing the suit in terms of the settlement.

CS(OS) 171/2019

1. Present suit was filed by the three sisters namely Meenu Gulshan, Neetu and Shobha Lakhesar as plaintiff Nos. 1 to 3 respectively against Vijay Khosla, the sole defendant and their brother, inter alia, seeking a decree of partition and injunction in respect of the movable and immovable properties left behind by their deceased parents being Late Sh. Rajender Kumar Khosla and Late Smt. Santosh Kumari.

2. The parties have now settled the matter and a Memorandum of Understanding/family settlement has been filed as Document 'A' with IA 4955/2020.

3. Parties have arrived at the settlement on the following terms and conditions:-

- 1. That all the parties to this have mutually agreed to settle all their disputes in respect of all the above referred movable and immovable properties left behind by their parents amongst themselves, to put to end all their disputes, differences and pending litigation as well as to live with peace and harmony in order to maintain the dignity and respect of the family.*
- 2. That the parties have mutually agreed that the properties left behind by the parties shall be owned and possessed by them to the following effect:*

Immovable properties:

i). Plot no.565, measuring about 2250 sq.ft. Sector-14, Urban Estate, Sonipat, Haryana. (All the parties to this deed shall be the owner of said plot /property in equal share to the extent of 1/4th share each).

ii). The fourth party shall be the sole and absolute owner of Built up property no.1573, Outram Lines, Guru Teg Bahadur Nagar,

Kingsway Camp, Delhi, measuring about 160 sq.yds. to the exclusion of all others);

iii). The fourth party shall be the sole and absolute owner of the Shop bearing no.6112, which is constructed upto four storey, Main Road, Sadar Bazar, Delhi to the exclusion of all others).

iv). All the parties to this deed shall be the owner of the Property no.Q-51, Ist Floor and 2nd Floor, Malka Ganj, Delhi in equal shares and the same can be divided /partitioned by them as per their mutual consent;

v). The Fourth party shall be exclusive owner of the entire Godown bearing no.5808 Main Road, Sadar Bazar, Delhi to the exclusion of all other parties.

Movable assets/properties:

i). Account no.0155002106112983 with Punjab National Bank, Sadar Bazar, Delhi in the name of late Sh.Rajinder Kumar Khosla. (The fourth party shall exclusively be entitled to have all the amounts and other benefits arising out of the said bank account to the exclusion of al others);

ii). Account no._____ with Union Bank of India, Sadar Bazar, Delhi in the name of late Sh.Rajinder Kumar Khosla. (The fourth party shall exclusively be entitled to have all the amounts and other benefits arising out of the said bank account to the exclusion of all others);

iii). Account no.21750100001893 with Bank of Baroda, Jawahar Nagar, Delhi in the joint name of late Sh.Rajinder Kumar Khosla and Smt.Santosh Kumar Khosla as well as a joint locker no.130 in the said bank.

(All the Gold and Jewellery and other benefits in respect of the said account shall go and devolve upon all the parties to this Deed in equal shares);

iv). Amount invested in share market in the name of Ms Neetu Nagpal; (All the amount and other benefits in respect of the said invested amount/account shall be owned and possessed by the second party exclusively)

v). Amount invested in share market in the name of Ms Meenu Gulshan; (All the amount and other benefits in respect of the said invested amount/account shall be owned, possessed /acquired by the first party exclusively)

vi) De-mat Account bearing no.10136233 in the name of late Sh.Rajinder Kumar Khosla, which is being managed by M.s Alankit Assignments Ltd. (All the amount and other benefits in respect of the said account shall be owned and possessed by the fourth party);

vii). Account no. 02802010010030 with Oriental Bank of Commerce, G.T.B.Nagar, Delhi. (All the amount and other benefits in respect of the said account shall be owned and possessed by the fourth party);

vii). De-mat account no.10136854 (which is being look after by M/s Alankit Assignments Ltd.) ((All the amount and other benefits in respect of the said account shall be owned and possessed upon the fourth party);

That the parties have also decided that the cash of the accounts will be of the fourth party.

3. That each party shall be entitled to get their respective properties/portion/ bank account mutated/transferred in their respective names in the records of concerned authorities on the basis of this MOU/Family Settlement Deed. However, it is made clear that each party shall also assist each other to get the mutation of their respective portion/ properties /benefits as per the terms of settlement and they shall also to give their necessary objections or statements etc. before the concerned office/ officers if any need arise and will not make any excuse to the same.
4. That each party shall be entitled to use, enjoy and deal with their respective portion /properties in the manner they like and non of the other party shall have a right to interfere in the property of other party in any manner.
5. That each party shall be entitled to deal with their respective portions/properties in the manner they like and each party shall be entitled to get any new water/electricity connections from the concerned authorities at his own expenses and none of the other party shall raise any objection or hindrance of any nature against the other party.

6. *That in view of the present settlement, the parties shall take necessary steps to get all their pending litigation settled /disposed off and in this regard, necessary application/s will be filed by the parties at the earliest for recording of their compromise so that all the litigations pending between them may be put to an end. None of the party shall be entitled to pursue their pending litigation with each other in any manner and all the litigation shall be treated as settled.*
7. *That none of the party shall raise any objection qua the present settlement in future and they shall not litigate with each other in future.*
8. *That the parties to this deed have arrived at this family settlement out of their own wish and accord without any force, pressure or undue influence from other corner.*
9. *That parties to this deed undertake to remain bound by the terms of this settlement in its true letter and spirit.*
4. The three plaintiffs and the defendant are present along with their respective learned counsels through video conferencing. All the four parties affirm the terms of settlement arrived at between the parties and state that they will abide by the terms of settlement arrived at between them.
5. Learned counsels for the plaintiffs and the defendant, on instructions from the plaintiffs and defendant who are present along with them also state that as per Clauses (iii) under the head Movable assets/properties, the parties are to operate the Locker number 130 which was in the joint name of their parents i.e. Late Sh. Rajender Kumar Khosla and Late Smt. Santosh Kumari Khosla in the Bank of Baroda, Jawahar Nagar, Delhi and that the parties will operate the said locker either on 6th July, 2020 at 11 am and if not possible, on 8th July, 2020 at 11 am for preparing the inventory and if possible, for partition of the jewellery lying in the locks.
6. The suit is consequently decreed in terms of the settlement as noted above. Decree sheet will incorporate the terms of settlement.

7. Court fees be refunded to the plaintiffs under Section 16-A of the Court Fees Act. Registry will issue a necessary certificate in this regard.
8. Order be uploaded on the website of this Court.

MUKTA GUPTA, J.

JULY 01, 2020

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